

# Strategic Network Consulting

## Service Description Document – November 2009

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## 1. Introduction

This Service Description Document (“SDD”) sets forth the terms of the Strategic Network Consulting Service (“Service”) offering delivered by the Juniper Networks entity identified in the Professional Services Quote Addendum incorporating this SDD (“Juniper”). As used herein, “**Customer**” means both the Juniper Networks authorized J-Partner (“**J-Partner**”) and the End User (“**End User**”) identified in the Task Order, jointly and severally.

Strategic Network Consulting bridges the gap between business objectives and market strategies, and the changes to the network infrastructure required to support those strategies.

The Service offered is aimed at understanding customer business requirements, determining the impact of changes (such as associated services and traffic patterns) on the existing network infrastructure, and providing architectural guidance and recommendations on how to ensure the network will change (in a controlled manner) with the requirements to meet the Customer’s future requirements.

This Service enables the Customer to access experienced and highly skilled Juniper consultants to assist in determining a strategy for Customer’s network architecture and a plan to translate such a strategy into a real solution.

## 2. Eligibility and Prerequisites

- This Service is available to Juniper Customers and authorized resellers, and must be for Juniper Products only. This Service, with respect to a Customer network, is only available to Customers who have met the prerequisites as set forth below.

## 3. Service Features and Deliverables

Juniper will make available the following service features and deliverables as part of delivery for the service offering. The key deliverable of Strategic Network Consulting Service includes:

- Access to Juniper experts(s) for an agreed upon duration.

### 3.1. Strategic Network Consulting

Strategic Network Consulting may include consulting activities such as:

#### 3.1.1. Requirements Gathering Workshop

Juniper and Customer jointly conduct requirement gathering workshop(s) to capture Customer’s detailed requirements including specific business requirements, future growth requirements and technical requirements.

#### 3.1.2. Network Assessment and Auditing

Juniper collects detailed information on the Customer’s existing network including network architecture details and a physical audit of Customer’s network assets. The results are a detailed assessment on how the planned network service or change impacts the customer’s existing network infrastructure, which will serve as the foundation for the new architecture design and implementation.

#### 3.1.3. High Level Design

Juniper generates a high level design based on the Customer requirements and network assessment results. Depending on the technologies involved, a typical high level design may include the following::

- Stated business goals and agreed technical and functional requirements

- Layout of the proposed physical and logical network topology
- Protocols and equipment functionality that may be required
- Class of service (CoS), and Quality of Service (QoS) functionality
- Description of the devices and connectivity for customer sites
- Further Juniper findings and recommendations, if applicable.

Juniper will conduct meetings with key customer stakeholders to review the findings and recommendations for final agreement on the high level design and next steps.

#### **3.1.4. Future Network Enhancement Planning**

Juniper consultants can provide the Customer with detailed information on;

- Network service features desired to meet the customer business requirements
- Guidelines on how these features may fit the Customer's network - based on known best practices
- Assisting the Customer with future network planning.

### **3.2. Project Management Input for Juniper Service Deliverables**

Juniper will manage Service deliverables activities mentioned in this Service Description Document in coordination with the Customer.

#### **3.2.1. Designated Professional Services Consultant**

Juniper will assign a Professional Services consultant who serves as a single point of contact for the administration and management of the Service deliverables mentioned in this Service Description Document. If Juniper changes the point of contact, it will notify Customer.

#### **3.2.2. Input to Customer's Project Plan**

Juniper will provide input for executing the various deliverables mentioned in this service offering to the Customer's designated project manager to allow for creating/adding Customer's project plan. The input provided by Juniper will typically be information around the flow of Juniper service deliverables, task list, dependencies, Juniper responsibilities, timelines, and milestones.

#### **3.2.3. Project Communications**

Juniper will provide regular communication to the Customer's project manager on Service status.

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## 4. Customer Responsibilities

Junipers' obligation to provide the Service is conditional upon the Customer fulfilling each of the following responsibilities:

- 4.1. The customer will provide all of the relevant information that is required to gain a comprehensive understanding of the network requirements and business goals to enable delivery of the service deliverables that are mentioned in this offering. Examples of such information and supporting documentation include the following:
  - Description of services to be supported by the network infrastructure
  - Resiliency and connectivity
  - Requirements related to class of service (CoS), and Quality of Service (QoS)
  - Routing policies
  - Scaling requirements and constraints
  - Network reliability requirements
  - High availability requirements
  - Performance requirements
  - Current network limitations the new design is intended to solve

If the required information and documentation is not provided by the customer, or if that information is incomplete, Juniper Networks ability to deliver the services described in this offering is limited.

- 4.2. Customer will provide Juniper necessary access to their network in order to perform network audit.
- 4.3. Customer will provide a technical contact that will provide supporting technical information and documents required for the services deliverables in this offering.
- 4.4. Customer will identify a project manager to be responsible for attending workshops and providing sign off for completion of Services.
- 4.5. Customer shall be responsible for promptly confirming completion of services.

## 5. Service Prerequisite

None

## 6. Service Exclusions

The following are not supported as part of the Service offering:

- 6.1. Any other services not specified in this service description document Glossary

## 7. Assumptions

Service will not commence until issuance by Customer of a non-cancellable purchase order for the Service.

- 7.1. All Customer documentation and information is accurate and up-to-date. Juniper shall not be responsible for verification of information furnished by Customer or its other contractors.
- 7.2. Juniper shall have no responsibility for the conduct or performance of anyone not a Juniper employee or subcontractor.
- 7.3. Juniper shall not be responsible for any delays caused by Customer or any third party.
- 7.4. This Service is provided for Juniper Products only. Although interoperability with third party equipment may be a subject to consider, Juniper is not responsible for the functionality or configuration of third party equipments.

## 8. General Terms and Conditions

The General Terms and Conditions below apply to this SDD:

In consideration of the provision of the Services, Customer shall pay Juniper or its authorized resellers the Services fees in the amounts and at the rates set forth in the applicable quote. Payment terms are net 30 days from invoice date in US Dollars. Juniper may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereunder (other than taxes assessed on the income of Juniper). Although payments are net of any mandatory withholding tax, Customer shall provide to Juniper, in a form acceptable to Juniper, such evidence of tax payments as Juniper may reasonably request. If any tax authority takes any action that may affect the interests of Juniper under this Agreement, Customer shall take all actions requested by Juniper which will assist Juniper in reducing its tax liability with respect to transactions under this Agreement.

Changes to the scope of the Services shall be made only pursuant to a written change order signed by both parties. If Juniper furnishes Customer written notice of completion of Services, such Services shall be conclusively deemed completed to the satisfaction of Customer except to the extent that within five business days after the date of such notice, Customer returns written notice of objection identifying actual non-conformities of Services or Deliverables to the requirements of the SDD.

Juniper warrants that Services provided by Juniper or its subcontractors will be performed with reasonable skill and care. For any breach of this warranty reported to Juniper in writing within ninety (90) days after completion of the Services or the failure of Juniper to perform the services, Juniper shall, in its discretion, promptly perform, correct or re-perform those Services. The foregoing warranty does not apply with respect to defects or nonconformities from abuse, acts of God or other external factors or use not in accordance with the applicable documentation, modifications, or unauthorized maintenance. THE FOREGOING STATES JUNIPER' SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR NON-CONFORMANCES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. IN NO EVENT WILL JUNIPER OR ITS SUPPLIERS AND/OR LICENSORS BE LIABLE FOR (1) THE COST OF SUBSTITUTE PROCUREMENT, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR (2) ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA OR LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE FURNISHING OF SERVICES, OR THE USE OR PERFORMANCE OF PRODUCTS COVERED UNDER AN ORDER FOR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES. IN NO EVENT WILL JUNIPER' CUMULATIVE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID TO JUNIPER UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICES CONNECTED TO SUCH DAMAGES.

This SDD, the Quote Addendum and the Quote set forth and constitute the complete understanding and agreement of the parties with respect to the Services, and supersedes all prior or contemporaneous agreements or understandings on the subject matter hereof. Any additional terms or conditions that may appear on the face or reverse side of a purchase order issued by Customer in connection with the Services are hereby deemed deleted and shall have no force or effect. This Agreement may only be modified in writing duly executed by an authorized representative of each party. This Agreement may not be transferred or assigned by Customer, in whole or in part, without the prior written consent of Juniper. This agreement shall be governed by the laws of the State of California, without giving effect to its choice of law principles. The parties agree that the United Nations Conventions on Contracts for the International Sale of Goods are specifically excluded from application to this Task Order. This agreement shall in no event create, or be construed as creating any joint venture, partnership or other business organization and each party's status shall be that of independent contractor. Except with respect to payment, neither party shall be liable to the other party for failure to perform due to circumstances beyond its reasonable control. By signing above, the Customer acknowledges and accepts the terms and conditions of this agreement, and confirms that the person signing has the power and authority to enter into this agreement on behalf of Customer. Any and all inventions, derivative works, improvements developments or other intellectual property rights generated by Juniper or its subcontractors in the course of performing the Services shall be the sole and exclusive property of Juniper.

### About Juniper Networks

Juniper Networks, Inc. is the leader in high-performance networking. Juniper offers a high-performance network infrastructure that creates a responsive and trusted environment for accelerating the deployment of services and applications over a single network. This fuels high-performance businesses. Additional information can be found at [www.juniper.net](http://www.juniper.net).

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